

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
Buck Rock Foundation  
AND  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
Sequoia National Forest

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Buck Rock Foundation, hereinafter referred to as The Foundation, and United States Department of Agriculture Forest Service, Sequoia National Forest, hereinafter referred to as The Forest Service.

A. PURPOSE:

To cover a general range of partnership development activities including the development of new partners and sponsors for specific projects and educational programs, developing volunteer programs for existing and new volunteers, and educational activities in the area of non-profit resource development on the national forest.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The parties desire to build partnerships to accomplish specific projects and programs in the national forests, and

The Forest Service desires to participate in efforts to develop partnerships and has jurisdiction over the national forest lands and

The Forest Service may receive contributions and resources from the Foundation to accomplish specific projects; and the benefits to the Forest Service are consistent with the intent of Congress, and

The Foundation is organized under the Nonprofit Public Corporation Law and operates exclusively for charitable and educational purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, and

The Foundation's purpose is to improve public service and land stewardship through partnership development and support of the activities on national forests, and

The Foundation's activities under this Agreement shall be consistent with its corporate by-laws as well as with applicable Federal laws and regulation, and

The primary function of the Foundation is the facilitation of partnerships including marketing, public relations, resource development, providing a structure for recruiting, training and managing volunteers, and managing ancillary operations such as bookstores, special events, education programs and other specific activities, and

The Foundation desires to participate in activities, which result in the formation of Forest Service partnerships.

**C. THE FOREST SERVICE SHALL:**

1. Share with the Foundation such information and data as may reasonably be required and is generally available to potential partners and others about the status of projects and programs.
2. Participate in discussions with the Foundation to determine specific details as to where and how the Foundation can participate in specific projects and programs.
3. Identify the appropriate agreements to accomplish specific project or program contributions including funding, equipment, supplies and services, management of special events, visitor centers, interpretive retail sales outlets, and environmental education programs.
4. Provide where legally appropriate, the use of office space, equipment, supplies, and services to the Foundation for overall program administration and programs and projects identified in associated agreements.
5. Assign personnel to coordinate the efficient execution of this agreement with the Foundation.
6. Acknowledge contributions in a manner appropriate and legal.

**D. THE FOUNDATION SHALL:**

1. Take and maintain whatever actions are necessary to operate lawfully as a 501(c) (3) in the State of California.
2. Support the Forest Service's mission, "Caring for the Land and Service People" through achieving quality land management under the sustainable multiple-use management concept to meet the diverse needs of people.
3. Support the Forest Service's guiding principles, including:
  - a. Strive for quality and excellence in everything and be sensitive to the effects of decisions and actions on people and resources.
  - b. Strive to meet the needs of national forest customers in fair, friendly, and open ways.
  - c. Form partnerships to achieve shared goals.
  - d. Promote grass-roots participation in Forest Service decision-making process and activities.
  - e. Value and trust one another and share leadership.
  - f. Value a multicultural organization as essential to our success.
  - g. Maintain high professional and ethical standards.
4. Be neutral and non-judgmental on Forest Service management policies and decisions.
5. Apply for and abide by the terms and conditions of any agreements required for any and all mutually agreed upon program and project ventures.

6. Not represent itself as "the Forest Service", but may represent itself as a "Forest Service partner".
7. Encourage prospective and existing partners to engage in formal relationship with the Forest Service and Foundation due to the benefits of synergy, economies of scale, joint reporting, and because in most cases it is beneficial to approach the larger community with one voice and common goals.
8. Coordinate with the Forest Service on the acceptability of third party partners. Certain partners may not be compatible with Forest Service goals.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and Foundation and shall remain in effect for 5 years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or Foundation and the subsequent written concurrence of the other(s). Either the Forest Service or Foundation may terminate this MOU with a 60-day written notice to the other(s).
4. RESPONSIBILITIES OF PARTIES. The Forest Service and Foundation and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
5. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

*Forest Service Project Contact*  
Brent Skaggs  
Forest Fire Management Officer  
Sequoia National Forest  
1839 South Newcomb Street  
Porterville CA 93257  
Phone: 559 784 1500  
FAX: 559 781 4744  
E-Mail: bskaggs@fs.fed.us

*Cooperator Project Contact*  
Kathy Allison  
Director  
Buck Rock Foundation  
P.O Box 540  
Squaw Valley CA 93675  
Phone: 559 336 9319  
FAX:  
E-Mail: buckrock@inreach.com

***Forest Service Administrative Contact***

Vickie Yarbrough  
Budget Analyst  
Sequoia National Forest  
1839 South Newcomb Street  
Porterville CA 93257  
Phone: 559 784 1500  
FAX: 559 781 4744  
E-Mail: vyarbrough@fs.fed.us

***Cooperator Administrative Contact***

Matthew Geer  
Treasurer/Director  
Buck Rock Foundation  
P.O Box 540  
Squaw Valley CA 93675  
Phone: 559 336 9319  
FAX:  
E-Mail: buckrock@inreach.com


6. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate either the Forest Service or Foundation to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and Foundation will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.


Buck Rock Foundation

USDA FOREST SERVICE  
Sequoia National Forest

 5/15/08 DATE  
MATTHEW GEER  
Treasurer

 5/21/08 DATE  
TINA J. TERRELL  
Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

  
RAMONA L. ROBERTSON, FS Grants & Agreements Coordinator

May 6, 2008  
DATE